

WISE LAW OFFICES, INC.
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E. MASCULLI

JUST PRINT IT, INC., : COURT OF COMMON PLEAS
Plaintiff, : PHILADELPHIA COUNTY, PA
v. : LAW DIVISION
3DR Holdings LLC, : CIVIL ACTION
Defendant. :
: SEPT TERM, 2017
: No. 01451

AMENDED COMPLAINT

AND NOW COMES, Plaintiff, Just Print It, Inc., by and through its counsel, Coren J. Wise, Esq., and avers as follows:

1. Plaintiff, Just Print It, Inc., (hereafter "Just Print It"), is a corporate entity with its principle place of business in Philadelphia, PA.
2. Defendant, 3DR Holdings, LLC, (hereafter "3DR"), is a corporate entity with significant business contacts in the Commonwealth of Pennsylvania.
3. Just Print It operated under a fictitious name, Just 3D Print.
4. 3DR is a large public company does business in all 50 states with continuous and systematic contacts in Pennsylvania with activities specifically focused on Pennsylvania and its citizenry and is subject to the jurisdiction of this forum.
5. 3DR publishes articles and news items online on the internet with many followers and readers in their audience.

6. In February 2016, 3DR was aware that materials posted on their website was reviewed by hundreds or thousands of individuals.

7. In February 2016, articles posted on 3DR's website was read by hundred or thousands of readers.

8. On or about February 20, 2016, 3DR published an article on its website featuring Just Print It and it's fictitious name Just 3d Print.

9. 3DR was aware that articles posted in February 2016 featuring Just Print It d/b/a Just 3D Print would be seen, viewed and read by more than one person and probably hundreds, if not thousands.

10. 3DR published articles in February 2016 featuring Just Print It d/b/a Just 3D Print with knowledge and intention that the articles would be reviewed, read and shared by at least one person, and most likely, hundreds, if not thousands. *Attached hereto as Exhibit A is a true and correct copy of articles published by 3DR Holdings, LLC.*

11. The articles published by 3DR contained false statements about Just Print It d/b/a Just 3D Print namely that Just 3D Print violated copyrights of third parties that had submitted unprotected, non-copyrighted works to the public domain.

12. 3DR, at no time, stated that the statements contained in their articles were opinion or anything but factual.

13. The false statements published by 3DR were disseminated as fact and not opinion.

14. The false Statements published by 3DR damaged the reputation of Just Print It d/b/a Just 3D Print.

15. 3DR enjoys no privilege by which they would have protection for their false statements.

16. Many readers posted online comments critical of Just Print It d/b/a Just 3D Print.

17. Just Print It offered three dimensional printing services through online sources.

18. Based upon actions of defendant, Just Print It lost significant amounts of business and suffered substantial losses.

COUNT I - DEFAMATION

19. Plaintiff incorporates all foregoing allegation as if fully set forth herein.

20. Plaintiff is liable for damages to Defendant for Defamation as a result of their conduct by publishing statements on the internet about Plaintiff, with knowledge they would be viewed and read by third parties, that harmed the reputation of Plaintiff, with fault, and without any privilege.

21. Plaintiff suffered economic and non-economic damages as a result of Defendant's conduct.

WHEREFORE Plaintiff, Just Print It prays this Honorable Court award damages in favor of Plaintiff and against Defendant, in excess of \$50,000

COUNT II - UNFAIR TRADE PRACTICES

22. Plaintiff incorporates all foregoing allegation as if fully set forth herein.

23. Defendant violated the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. 201.1 *et seq.*

24. Defendant utilized unfair methods of competition by disparaging the goods, services or business of another by false or misleading representation of fact.

25. Defendant engaged in fraudulent and deceptive conduct creating the likelihood of confusion and misunderstanding.

26. Defendants actions resulted in significant and detrimental damages, economic and non-economic, to Plaintiff.

WHEREFORE Plaintiff prays this Honorable Court award damages in favor of Plaintiff and against Defendant in excess of \$50,000.

COUNT III – TORTIOUS INTERFERENCE

27. Plaintiff incorporates all foregoing allegation as if fully set forth herein.

28. Plaintiff had a contractual relationship with third parties upon which his business relied.

29. Defendant intentionally interfered with Plaintiff's contractual relationship with a third party.

30. Defendant possessed no privilege or justification protecting them from liability for such interference.

31. As a result of Defendant's actions, Plaintiff sustained significant, pecuniary damages.

WHEREFORE Plaintiff prays this Honorable Court award damages in favor of Plaintiff and against Defendant in excess of \$50,000.

WISE LAW OFFICES, INC.

Date: December 4, 2017

By: /s/ Coren J. Wise, Esq.
COREN J. WISE, ESQ.
Attorney for defendant


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Tyler Koslow

Tyler Koslow is a Brooklyn-based writer for 3D Printing Industry, and has also produced content for publications and companies such as Dell, Brooklyn Magazine, and Equity Arcade. His content is f ... [\[Read More\]](#)



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NEWSLETTER

Is a Designer on Thingiverse Getting Unlawfully Abused by an eBay Seller?



Topic

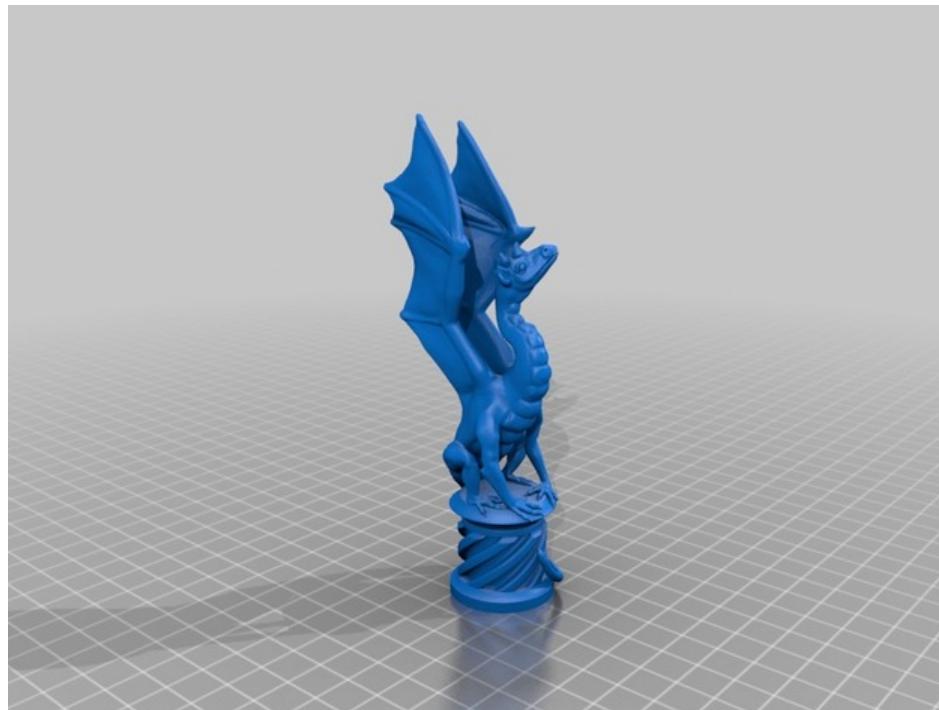
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What makes 3D marketplaces like [Thingiverse](#) and [MyMiniFactory](#) such a pleasant experience for designers is the open access it gives them to the 3D printing community. Their 3D models can be freely shared, customized, and 3D printed by all, which in turn helps to cultivate

Case ID: 170901451

innovation throughout this vast network of Makers. But, unfortunately, it also seems to leave these hard-working designers open to exploitation from individuals looking to monetize their freely available CAD models. [According to Michael Weinberg](#), of Public Knowledge, one Thingiverse user, who goes by the name loubie, has brought this issue to light after discovering that over 2,000 models (and their pictures) from Thingiverse were being sold in 3D printed form by an eBay account named [just3Dprint](#). This included loubie's Aria The Dragon model below.



"Do CAD models have rights too?"

After loubie had asked just3Dprint to take down her models from their eBay store, they responded by claiming that they had broken no copyright laws, and that they were not reselling CAD models but "transformative adaptations" of them. "*When you uploaded your items onto Thingiverse for mass distribution, you lost all rights to them whatsoever,*" they reportedly said in response to loubie. "*They entered what is known in the legal world as 'public domain'.*" To bring attention to this issue, and help make other Thingiverse designers aware that their CAD models were being monetized on eBay, [loubie uploaded her Sad Face design to Thingiverse](#), along with her evidence against just3Dprint and their response to her allegations.

Here's the entire response from just3Dprint:

"When you uploaded your items onto Thingiverse for mass distribution, you lost all rights to them whatsoever. They entered what is known in the legal world as "public domain". The single exception to public domain rules are "original works of art". No court in the USA has yet ruled a CAD model an original work or art. Therefore, you have no right to exclude others from utilizing the CAD models you have uploaded.

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Furthermore, if in the future we do get a precedent in the USA for establishing CAD models as “original works of art”, we would still likely be just fine as we are not re-selling your CAD models, but rather “transformative” adaptions of them in the form of 3D printed objects.”

SFE

P.S. When you created these CAD files, did you really want to limit the amount of people who could enjoy them to the 0.01% of the USA with a 3D Printer? 100% of America can purchase the items from us at a reasonable cost and enjoy them-creating made in the USA jobs in the process as well. Furthermore, if you hate the idea of people profiteering from your work, you may want to take it up with Makerbot/Stratasys who only hosts Thingiverse for AD revenue, to sell more 3D printers.”



loubie's Sad Face

As unethical as just3Dprint's actions may seem, are they actually illegal? They certainly don't think so, but the story is gaining traction and criticism is starting to build against just3Dprint. [3D printing legal expert Michael Weinberg](#) doesn't buy their defensive response to loubie, [and has gone on to defend her and all Thingiverse users in general.](#)

He claims that CAD files do indeed carry the weight of copyright and also states that Creative Commons (CC) licenses clearly apply to 3D models. Perhaps even more importantly, he points to the Thingiverse Terms of Use as proof that just3Dprint is likely in the wrong. *“The Thingiverse Terms of Use are pretty clear (see section 3.2). By uploading a model to thingiverse you are*



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granting rights to Thingiverse,” Feinberg said. “You are not granting any rights to third parties that are not thingiverse, nor are you dedicating your model to the public domain.”

As it stands now, there doesn't seem to be enough evidence or legal clarity to say if just3Dprint is illegally infringing on these 3D models. Either way it doesn't seem right to me, even more so because the eBay listings use the designer's own pictures and don't credit the Thingiverse user at all (which you can see for yourself by looking at [loubie's Thingiverse model](#) and [just3Dprint's eBay listing of the same model](#) side by side). For now, you can use the proposed evidence to decide if just3Dprint is actually infringing or not, but whether it turns out to be technically legal or not, it still leaves a bad taste in my mouth.

If this controversial story starts to gain some traction (and I have a feeling it will), we will be sure to keep you updated!

Hat tip to Nils Hitze, of [bq](#), for sharing this story with us.

Editor's Update 2/22/2016:

As Nils sent us the lead to this story, on the other side of the virtual pond, 3D printing news site All3DP was also covering the issues facing loubie. As a result, the site was threatened with legal action from [just3Dprint.com](#).

They say that they received this message from the eBay seller, “*We urge you to retract the article immediately and publish a notice of retraction on <https://all3dp.com>. If you are not willing to do so, we will be pursuing a defamation case against yourself and the site if it is incorporated.*”

So far, I am not aware of any similar message sent to 3DPI. Though I don't make the managerial decisions around here, I can at least say that, from an editorial standpoint, I would refrain from pulling the story, as well.

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When eBay Sellers Try to Defend Their Illegal Sale of 3D Models from Thingiverse, Comedy Ensues

by Scott J Grunewald | Feb 20, 2016 | 3D Design, 3D Printed Art, 3D Printing, Business, Editorials / Opinions |



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[Editor's Update: *Legal experts* and the *industry at large* are certainly taking notice of this hullabaloo and weighing in — and we can't say it looks good for the guys at just3dprint. Keep

following on the comments at [Thingiverse](#) and [reddit](#) for more up-to-the-minute updates on these goings-on.]



It was bound to happen of course. When 3D printables files are available online for free and easily shared there was always going to be someone who would be willing to take advantage of that freedom. 3D printing technology is going to completely alter copyrights, trademarks and IP law dramatically over the next few years simply because there really are not a lot of ways to stop people from duplicating, and in some cases stealing and taking credit for, 3D content. Currently there are only two real defenses that 3D

model designers have to prevent their work from being stolen; respect for the Creative Common licenses attached to 3D models and the ethical fortitude to not violate those licenses.

Sadly, an eBay seller calling themselves [just3dprint](#) has neither the respect nor ethics to not abuse the privilege of access to so many amazing 3D printable models. The seller has bulk downloaded thousands of 3D models and product photographs directly from Thingiverse and has listed 3D printed copies of those models for sale on eBay. Their store currently has well over two thousand products available for sale, including everything from cell phone cases, figurines and cosplay props to pen holders. The range of products available is pretty staggering, and while many of those models carry licenses that would allow them to print and sell copies, many of them do not. And that's where they done goofed.

3D designer and Thingiverse user Louise Driggers aka [Loubie](#) is a [pretty popular creator](#) who has seen several of her 3D models featured and highlighted by Thingiverse. Some of her more notable designs are [The Tudor Rose Box](#) and [Aria the Dragon](#). Just a few days ago it was the latter model that she discovered was being sold on the just3Dprint eBay store despite the model carrying a Creative Common Attribution Non-Commercial license which clearly states that anyone is free to download, modify, duplicate and 3D print her model freely, however there must be appropriate credit given to her and it cannot be used for commercial purposes of any kind.



Aria the Dragon by Thingiverse user Loubie.



The shady eBay listing in question.

The “Non-Commercial” part of the license means that anyone selling copies of Loubie’s designs is violating her rights as the creator and is violating the law. Violating that license is also violating the Terms of Use for both eBay, which forbids (although doesn’t always restrict) the sale of unlicensed or copyrighted products, and Thingiverse where the 3D model was downloaded from. When Loubie sent the sellers a message asking them to remove her design because it violated her license she received a, frankly, absurd response that is almost hilarious in its complete and total inaccuracy:

“When you uploaded your items onto Thingiverse for mass distribution, you lost all rights to them whatsoever. They entered what is known in the legal world as ‘public domain’. The single exception to public domain rules are ‘original works of art’. No court in the USA has yet ruled a CAD model an original work or art. Therefore, you have no right to exclude others from utilizing the CAD models you have uploaded.

Furthermore, if in the future we do get a precedent in the USA for establishing CAD models as ‘original works of art’, we would still likely be just fine as we are not re-selling your CAD models, but rather ‘transformative’ adaptions [sic] of them in the form of 3D printed objects.

SFE

P.S. When you created these CAD files, did you really want to limit the amount of people who could enjoy them to the 0.01% of the USA with a 3D Printer? 100% of America can purchase the items from us at a reasonable cost and enjoy them-creating made in the USA jobs in the process as well. Furthermore, if you hate the idea of people profiteering from

your work, you may want to take it up with Makerbot/Stratasys who only hosts Thingiverse for AD revenue, to sell more 3D printers."

Frankly, I don't even know where to start. Just a quick look at the relevant entry on [CreativeCommon.org](#) should dispose anyone of the notion that there is any accuracy here whatsoever. Without a lot of options other than trying to get either eBay or Thingiverse to enforce their terms of use, Loubie decided to create a 3D printable [Sad Face model](#) (you're going to want to visit the comments, trust me) and upload it to Thingiverse to hopefully attract some attention to the issue and notify the rest of the Thingiverse community of the theft of their designs. The model did its job and word quickly spread throughout the community and even over to [reddit](#). And that's when things went from goofy to downright stupid.



Sad Face by Loubie on Thingiverse.

In a matter of hours after the Sad Face model was uploaded, just3dprint took to the Things comments section and posted a response that made the one Loubie originally received look like it was written by a legal scholar. At a mind-numbing 3546 words, the comment is only matched in its lack of brevity by its complete and total lack of factual information. The comment is far too long to reproduce here in its cringe-inducing entirety, so I've linked some

screencaps at the end of this article so you can experience the word salad at your own leisure.

Essentially, the response from just3dprint not only manages to get every fact about big legal words like trade secrets, trademarks, copyrights, patents, licenses, the public domain and the Thingiverse ToU completely wrong, but they also do an impressive job of incriminating themselves in willful wrongdoing. First they helpfully point out that they are only one of "5,000" companies that abuse the licenses on many of the 3D models uploaded to Thingiverse by selling them for a profit. They also suggest that they are legally entitled to download and sell copies of the 3D models because they instantly become part of the public domain once they are uploaded to Thingiverse – they *don't* become part of the public domain once they are uploaded to Thingiverse, by the way – and also freely admit that they are selling, for a profit, 3D models that are IPs owned by companies like Disney and the NFL. Models that are only legally on Thingiverse provided they are not sold for a profit. Honestly, I don't like calling someone stupid in an article, but what other descriptor could I possibly use when presented with this:

"Next, we have trademarked items. Trademarked items are a set of words, an image, or a sound combination that clearly communicates that a product is being made by a certain brand. The vast majority of trademarks are brand names, logos, or slogans. Trademarks are much more common on Thingiverse/in created CAD files, but are rarely owned by the creator of a design. Instead, it is typically some large company (like Paramount) that owns the TMs. We have found, in our personal experience, that the majority of large companies do not care about a few fan-designed items being produced and sold on eBay/Amazon. Rather, they view it as fueling the value of the TM as it builds up a community of 'super-fans' that go to see their movies, buy their things, etc. If, however, a TM owner feels differently about us, or anyone, using the TM for marketing fan-designed goods, they are welcome to reach out and say so. When we get a request to not use a TM, we of course remove any items with said TM."

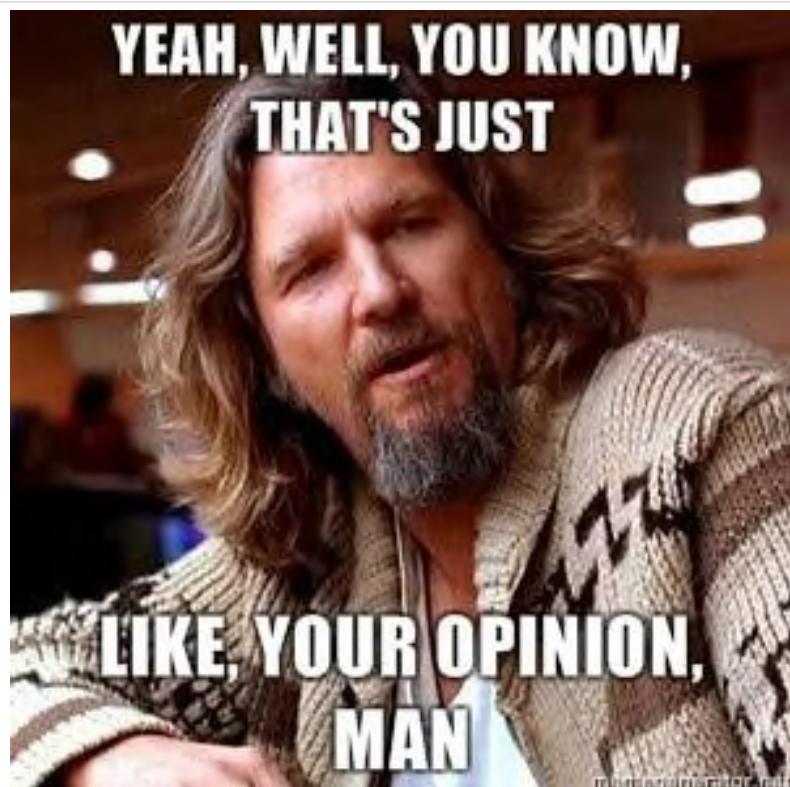


Guys, seriously, you just admitted to selling trademarked items illegally. It doesn't magically become less illegal because the owner of the IP hasn't discovered your eBay store or because you are willing to comply with a takedown notice. In fact, the one plausible defense that you really had if any sort of legal action was taken against you would be ignorance of the law, *which you just sort of invalidated*. I mean... why would you write those words??

Of course my favorite part of this whole response is their take on the Thingiverse ToU agreement itself:

"The vast majority of 'discussion'/justification for why we/others are being spammed by haters saying that we/others are 'ripping creators off' of their designs comes based not on legal precedent, statutory/common/constitutional law, or any other sound grounds, but rather on the Thingiverse 'non-commercial license'. This license is a complete and total fiction written up to give creators the illusion that they are retaining IP rights to their designs when they upload them to Thingiverse--thus encouraging more creators to upload designs even when doing so might not be in their best interest."

I... you know, bro, I'm really gonna need to see some citations on that. Because if you actually read the [Thingiverse Terms of Use](#), they lay out pretty clearly that the creator still owns their work, they are simply granting Thingiverse, *and Thingiverse alone*, a license to use their design any way that they see fit on the Thingiverse website. Outside of Thingiverse, the terms of use are set by the model's owner. So really, what you just wrote is, like, just your opinion man.



And it's a really bad one.

"The reason the license is a fiction is that it is purely lip-service without any substance of an actual contract/license and the very drafter of the license knowingly violates it millions of times daily. Firstly, the license is not a valid contract, NDA, or any type of binding agreement for multiple reasons. One of these would be that any contract requires

'consideration' to be paid by both parties-they each must pay a 'real price' for entering into the agreement or it is not valid. A Thingiverse browser does not pay any real price for downloading a design. Another reason is that in the United States we have 300 years of legal precedent, law, etc. about what is public domain and what can be done with said material. Weighing this against a quick blurb written up by a 1st year law student is no comparison whatsoever- any sensible court will rule that the 300 years of public domain rules apply to a design instead of the blurb."

Look, you yourself admit that you know that Thingiverse is owned by MakerBot which is in turn owned by Stratasys, which happens to be the largest 3D printing company in the industry. You can go ahead and keep thinking that they had a first-year law student write up their terms of use agreement if you really want to, but that easily makes the top of the *Not Smart Things That Not Smart People Think* list.

"Thirdly, anyone can download a Thingiverse design without getting an account and agreeing to the 'non-commercial license' in the first place. You might object to this because Thingiverse puts a tiny disclaimer below the download button (which BTW you don't even have to click to download the files) saying that, by downloading a file, you are agreeing to the non-c license. This, in legal terms, is called a click-wrap contract. The abilities of these contracts are incredibly limited and are more for protecting against lawsuits than initiating them."

Yes, there is a measure of truth in this, each model does include a clickwrap agreement which is part of the file that you download, even if you don't have an account with Thingiverse. According to that agreement, the minute that you open that file and use it (say, by 3D printing and selling a copy of it) you are agreeing to the terms of usage set by the model's owner. And yes, clickwrap agreements can occasionally be fought in court and sometimes broken, however that is pretty rare and usually results from a deceptive agreement that intentionally obfuscates its terms or hides the link to its full text. Sadly, by admitting that you know what a clickwrap agreement is and that Thingiverse models have them, and that they have a small link to their ToU agreement, which you helpfully noted the location of, you just, once again, invalidated your only plausible defense against legal action. My goodness man, what are you thinking???

What I find most amusing about this entire situation, and I don't mean to make light of the fact that content creators are having their work stolen but this entire situation is absurd, is the fact that had you just complied with Loubie's request to remove her Aria model from



your store no one would have been exposed to your chicanery. Plus, had you complied with the terms of the licenses attached to the models, no one would have even cared that you were selling 3D prints of the models. In fact, a lot of the models that are on your eBay store carry creative commons licenses that would *only require you to attribute the creator of the 3D model*, and many of them have no restrictions at all.

The screenshot shows the eBay seller profile for 'just3dprint'. It includes the seller's logo ('Just 3D Print'), name ('just3dprint (227)'), feedback rating (100% positive), and a 'Follow' button. Navigation links for 'Items for sale', 'Visit store', and 'Contact' are at the top right. A message states the seller is based in the United States and has been a member since Dec 09, 2006. Below this, 'Feedback ratings' show: Item as described (5 stars, 67), Communication (4.5 stars, 64), Shipping time (4.5 stars, 65), and Shipping charges (4.5 stars, 68). A breakdown of feedback by category follows: Positive (74), Neutral (1), and Negative (0). A recent positive review from Feb 19, 2016, is displayed: 'Exactly as described A++ seller. Fast shipping'. A 'See all feedback' link is at the bottom right.

By foolishly, and very publically, defending your rights to do something that you have no legal right to do, you have brought a tremendous amount of attention to your eBay store. And the fact that there are, as you suggest, 5,000 other stores doing the same thing as you doesn't magically render your gray area operation suddenly invisible or legal. And by making this so public, you've essentially forced Thingiverse to respond simply to protect their reputation and to discourage their users from removing their content for fear of it being misused or stolen. According to Loubie, she has received word from Thingiverse that they are reviewing the issue with their legal department, who it should be said will likely not be thrilled at your description of them and their legalese as the work of "first year law students".

Based on [your website](#), you guys look to be about twelve (or at least college age), so the specificity and binding nature of the legal agreements that you are eager to ignore are likely new to you. And your actions are probably forgivable and can be considered a learning experience, but you're going to need to make this right with the creators and take their work down. And you should probably get used to the fact that if you want to operate in the murky gray areas of the 3D printing industry, it isn't wise to call attention to yourself by defending your "right" to sell [\\$136 toilet paper holders](#). What's your take on all this? Discuss in the [Illegal Sales of 3D Prints forum](#) over at 3DPB.com. ^



Part 1



Part 2



Part 3



Part 4



Part 5

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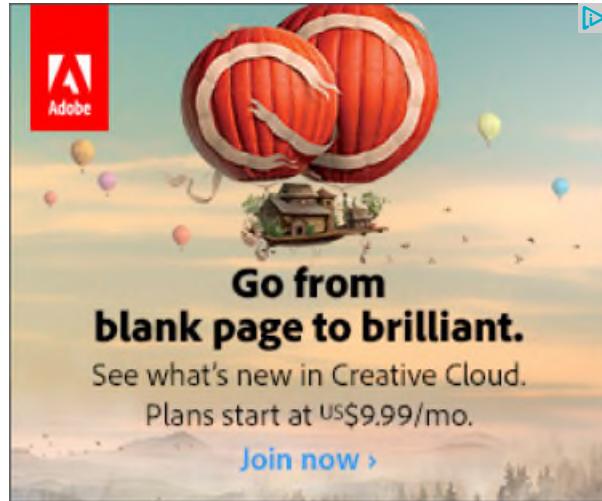
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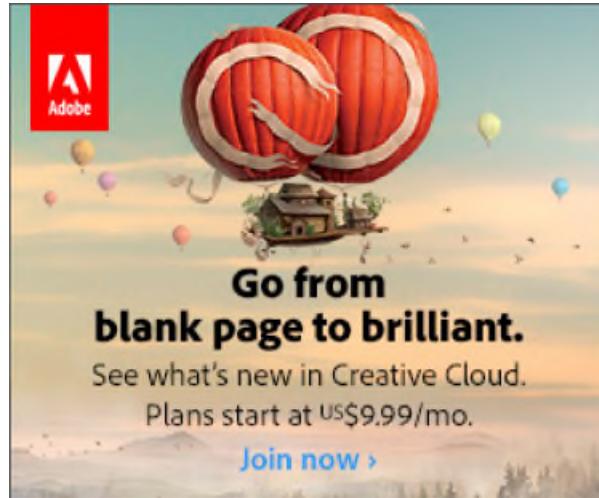
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3D Printer Parts, Filament & Materials

Discussion related to 3D Printer parts, such as hot ends, extruders, and anything else you may want to discuss related to printer parts, as well as filament, resin, and sintering powder.

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Tokyo | October 3-6, 2017

(3DPrinting@home @ CEATEC)

Mumbai | December 1-2, 2017

San Diego | December 4-5, 2017

Singapore | February 2018

Istanbul | March 15-16, 2018

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Sydney | May 2018

São Paulo | Spring 2018

New York | October 30-31, 2018

Next Event

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